

State University of New York at Oswego

Housing and Dining License

SUNY Oswego (the “College”) and the College student seeking to reside in college housing (“Student”) enter into this Housing and Dining License (also referred to as “License” or “license”). The Student is responsible for fulfilling all obligations under this Housing and Dining License, including all financial obligations, for the entire License Period (defined below). There is no application fee required.

No Modifications

No term or condition of this License can be waived or modified and no statement made by SUNY Oswego or its agents is considered a waiver or modification of any term or condition of the License, whether expressed or implied, unless done so in writing by SUNY Oswego.

License Period

This license is legally binding and extends to cover the entire 2022-2023 academic year. The license period begins on the date of opening of residence halls for the fall semester and ends on the date the residence halls close at the end of the spring semester as outlined by the [College Calendar](#). This license is exclusive of break periods with the exception of The Village.

Students are bound to the license once the license is signed as a part of the student housing application process.

Housing License:

General

Residence in College housing brings with it many benefits and certain legal obligations and responsibilities. This document constitutes the license between the Student and the College. By the Student's submission of this License to the College, the Student is accepting and agreeing to comply with the terms and conditions of the License, and with all College policies and procedures as outlined in the [Student Handbook](#) which contains the [Student Code of Conduct](#), the [Village Resident Handbook](#), the [Resident Student Handbook](#), and the [Oswego Forward](#) website. Submission of this License electronically via the College's housing web portal shall have the same legal force and effect as if the License had been physically signed and submitted by mail or in person. The License, including other material incorporated by link or reference, is subject to change as deemed necessary by the College without prior notice.

All students are expected to activate and use their assigned SUNY Oswego email account. License correspondence will take place via the SUNY Oswego email assigned to the Student and the Student is considered duly notified upon transmission of information by the College.

Personal Responsibility and Insurance

The College cannot and does not assume responsibility for personal accident, injury, or illness to residents, guests or visitors, or for damage, theft, or loss of personal property, and the Student hereby releases the College, its trustees, officers, agents, faculty and employees from any liability on account of any accident, injury, illness, property damage, theft, or loss not caused by the College's gross negligence or intentional act or omission. The College will not reimburse the Student or their parents/guardians for damaged, lost, or stolen personal property. Students are encouraged to protect themselves from loss by purchasing appropriate insurance, as students are not covered under the College's property and fire insurance policy. In that regard, students should review any homeowner's policy that the student or student's family might have to determine whether the contents of the student's College room are already covered or could be covered with a relatively inexpensive policy rider or should purchase renter's insurance. When students consider this insurance protection, they should keep in mind the replacement cost of such items as computers, jewelry, musical instruments, electronics, books, calculators, clothes and shoes, and sports equipment.

College Responsibility to Provide Habitable Residence

The College cannot guarantee against temporary failures of utility systems or defects caused by ordinary wear and tear. Instead, the College's responsibility is limited to the exercise of best efforts to provide clean, safe lodging for students with utilities in good working order. Every effort will be made to complete maintenance in a timely manner. The College plans ongoing maintenance for its facilities and other systems throughout the year. When this maintenance impacts residence hall spaces, prior notice will be sent out via email. When maintenance is needed in an emergency fashion, notice may not be able to be provided and residential spaces will be entered by College officials to perform that maintenance.

Credits or rebates of housing charges are not given to the Student when maintenance or pest control is being done to the student room, suite, or townhouse. The Student may be moved to an available vacancy in on-campus housing either on a temporary basis or permanent basis. Students who are reassigned on a permanent basis are required to pay the cost of the assigned space.

College custodial staff members are responsible for cleaning community bathrooms in traditional residence halls. Students residing in suite-style housing or townhouses are responsible for maintaining their own bathroom areas.

College Housing Policy

SUNY Oswego's Residence Life and Housing staff members and programs support student success by connecting students to critical campus resources, by facilitating their transition to and through college, and by offering support for students during times of challenge. Therefore, all full-time undergraduate students are required to live in SUNY Oswego residences, (subsequently referred to as "on-campus"), as described below:

First-year students

Are required to live on-campus for two years (four consecutive semesters, fall and spring, if admitted in the fall; or three semesters if admitted in the spring).

Transfer students

Are required to live on-campus for one year (two consecutive semesters, fall and spring, if admitted in the fall; or one semester if admitted in the spring).

Exemptions

Students may request an exemption from this policy when they will continue to reside with their parent(s) or legal guardian(s) within 30 miles of the campus; are married; or are twenty-one (21) years of age as of September 1 for fall admission or January 1 for spring admission.

Students desiring an exemption from the SUNY Oswego College Housing Policy for any reason, including the categories listed above, must submit a [Request for Exemption form](#) with required documentation to Residence Life and Housing by the end of the housing application deadline for consideration and are not guaranteed.

It is important to recognize that student scholarships, grants, and/or financial aid may be impacted significantly by a decision to live off campus, even if permission is received from Residence Life and Housing. Students and their families are strongly encouraged to consult with the [Office of Financial Aid](#) prior to submitting any exemption request.

Eligibility

All full-time matriculated and conditionally admitted students may reside in SUNY Oswego residence halls if they are in good academic, financial, and disciplinary standing with the College. Undergraduate students that are registered for less than 12 credit hours must contact Residence Life and Housing by email to request an exception to remain in college housing. A reduction of graded course credits does not release a student from an existing Housing and Dining License.

If a student withdraws from a course that takes them below full-time status of graded course credit, the student must contact Residence Life and Housing within three business days to request an exception. A reduction of graded course credit hours does not release the student from the License.

Students who are enrolled with fewer than twelve credit hours not related to an accommodation may reside on campus with the permission of Residence Life and Housing. Permission will be given for one semester only. Students are expected to abide by all student policies and procedures. Students' conduct records will be reviewed prior to permission being granted. If approved, any violation of the Code of Conduct may result in the immediate removal of the student from on-campus housing.

Students are required to inform Residence Life and Housing if their student status changes.

Occupancy Period and Breaks

Opening and Closing

The opening and closing dates for residence halls are set forth in the [College Calendar](#) and posted on the Residence Life and Housing [website](#). The first and last meal served each semester are listed in the College Calendar and on the [Resident Dining Center website](#).

The Village will open for returning student arrival in the fall semester and remain open the full academic year through spring closing of residence halls, inclusive of all recess and break periods as set forth in the [College Calendar](#).

Breaks

All residence halls, except for the Village, are closed during Thanksgiving Break, Spring Break, and Winter Break, (the time between residence hall closing in the fall semester and re-opening in the spring semester), as set forth in the [College Calendar](#). Students in traditional residence hall spaces who wish to remain on campus during those times must complete the [Break Housing Application](#) according to the dates published by the Residence Life and Housing office for each break period. Students approved for break housing will be responsible for all housing and dining [costs](#) as determined by the college. The dining plan may not be offered during break periods.

While Village residents will not need to apply to stay, they may be asked to register their plans for safety reasons, and sign the [Break Housing Agreement](#).

Residents staying on-campus during breaks are required to adhere to special security requirements as stated in the *Break Housing Agreement*. Break Housing can be reserved by the day or by the week. Break Housing rates are listed [here](#).

Winter Session Occupancy

In order to live on-campus during a Winter Session, students must be registered for at least one Winter Session course, be engaged in a verifiable academically approved project, or be approved to participate in a special College activity. Students residing on-campus for Winter Session, unless assigned to a designated townhouse, are required to purchase one of the dining plans available for residence hall students. If the student does not choose a dining plan, they will be assigned the [default option](#).

Occupancy Types Defined

Standard Occupancy: Refers to the number of individuals a specific type of room was designed to accommodate.

Standard Occupancy for each room type is:

Single Room: one student

Double Room: two students

Triple Room: three students

Quad Room: four students

The Village: Single room in a 4 or 6 person townhouse

Plus Occupancy: Standard Occupancy plus one (such as three persons in a double room, four persons in a triple room, etc.).

Housing Accommodations

We recognize that some students may require accommodations based on personal circumstances. Students are encouraged to submit accommodations requests in a timely manner. Students should submit a [Request for Medical Housing Accommodation](#) for review at least 60 business days prior to the start of the semester. While the College will attempt to

review all such requests, note that any request received later than 60 business days prior to the start of the semester may not be able to be accommodated due to limited space availability. For more information about the housing accommodation process or to learn about other accommodations students can visit the SUNY Oswego [Accessibility Resources webpage](#).

Housing Application Process

The Housing Application process timeline varies for each student population. Housing options, application deadlines, and detailed instructions about the application process can be found on the [Residence Life and Housing website](#).

Rates, Billing, and Adjustments

Housing and Dining Rates

The Student's housing and dining rates are based on their year of first matriculation at SUNY Oswego, occupancy type, and meal plan selected in accordance with the [Oswego Guarantee](#). The specific residence hall building to which the student is assigned does not influence room rates. The Oswego Guarantee does not apply to [break or summer housing and dining rates](#).

Billing Procedures

Students are billed the standard occupancy rate for their assigned space on the first day of classes. A student who moves to a room with a different rate will have prorated adjustments applied to their account. Prorated amounts are calculated by week of occupancy/vacancy, not by day.

Request for Release from License

All requests for release from the License must be submitted via the [*Request for Release from the Housing and Dining License form*](#) with documented proof of the circumstances related to the release request. If these circumstances change after the Student is released from the License, the release will become invalid and the Student will again be obligated to the terms of the Housing and Dining License. Students may not request release from the License based on disciplinary action.

Typical Releases

A student may request release from the License with supporting documentation for one of the following reasons:

1. Graduation from SUNY Oswego, or
2. Involvement in University-sponsored academic programs such as student teaching, study abroad, or internship, that make it impossible for Student to commute from the Oswego campus, or
3. Approved medical, psychological or disability need that cannot be accommodated on-campus, or
4. Confirmed change in financial status, or
5. Voluntary official withdrawal or approved leave of absence from the College, or
6. Active military duty.

Under these circumstances, if the request is made 30 days prior to the first check-in date for the

semester and the release is granted, the student will **not** be charged a \$300 release fee. If the request is made after the start of the semester and a release is granted, students will be charged the \$300 release fee and be liable for associated housing and dining based on the effective date of approved release.

These requests for release will be acted upon by Residence Life and Housing following consultation with appropriate offices and verification of information provided. Decisions are made solely on the basis of the documentation submitted to the appropriate offices and whether the justification for release meets acceptable circumstances.

Other Releases

Students generally will not be released from their license unless they can set forth one of the circumstances described above. However, there may be other opportunities for release based on occupancy needs. Approval of releases is within the sole discretion of Residence Life and Housing. **If approved**, the student will be liable for housing and dining costs according to the schedule below:

Fee and Liability for Other Releases:

Full Academic Year Resident (fall and spring semester)	License Release Fee	License Liability**
Approved release date prior to first check-in date* for Fall Semester.	\$300	No liability. Housing and dining charges will be removed from the student’s account.
Approved release date after first check-in date* but prior to the first day of classes.	\$300	Prorated week charge for housing and dining based on effective date of vacancy . Students released in the fall semester will not incur spring housing and dining charges.
Approved release date prior to the final date to drop a semester course.	\$300	50% of semester housing and dining charges. Students released in the fall semester will not incur spring housing and dining charges.
Approved release date after the final date to drop a semester course	\$300	100% of semester housing and dining charges. Students released in the fall semester will not incur spring housing and dining charges.
Approved release date prior to the first check-in date* for the Spring Semester.	\$300	50% liability for spring semester housing and dining charges.
Approved release date after first day of classes for the Spring Semester	\$300	100% liability for spring semester housing and dining charges.

Spring Only Resident	License Release Fee	License Liability**
Approved release date within 30 days prior to the first check-in date* for the spring semester	\$300	No liability. Housing and dining charges will be removed from the student's account.
Approved release date after first check-in date* and prior to the first day of classes.	\$300	Prorated week charge for housing and dining based on effective date of vacancy .
Approved release date prior to the final date to drop a spring semester course	\$300	50% of spring semester housing and dining charges.
Approved release date after the final date to drop a spring semester course	\$300	100% of spring semester housing and dining charges.

*Check-in dates can be found on the [Residence Life and Housing website](#).

**All adjustments to student accounts will be based on the [effective date](#) of vacancy, prorated by the week.

Appeals

If a request for release is denied, the student may submit a written appeal to the Assistant Vice President for Residence Life and Housing. The appeal and all supporting documentation must be submitted by email to Residence Life and Housing within five business days of the date of the original decision. A student whose request for release is denied is responsible for the cost of the assigned space and the applicable dining charge through the remainder of the academic year even if they choose to vacate the assigned room and live elsewhere.

Request for Release Ineligibility

If a student is suspended from on-campus housing and/or the College, the student remains bound to the License and will be responsible for the full cost of their housing and dining license for the remainder of the semester in which **disciplinary action is finalized**. If this action is taken after the close of the fall semester, but before the beginning of the spring semester, the Student will be billed the \$300 release fee.

Use of Residential Facilities

Residential facilities may be occupied only by the resident(s) assigned to that community as outlined in the [Use of Residential Facilities, Rules Governing Residential Facilities](#) and [Covid-19 Safety Requirements](#) sections of the [Resident Student Handbook](#). Information pertaining to the [Use, Care, and Responsibility for Room and Furnishing](#) is also available in the handbook.

Vacancies and Room Buy-Out

The College may reassign a vacant space in a room or townhouse at any time. While efforts are made to notify students of any changes, a new roommate may be assigned without prior

notification.

If a room is not entirely occupied and Residence Life and Housing does not anticipate assigning an eligible new roommate, the student may be offered an opportunity to pay a "buy out" rate for the vacant space from the date of vacancy through the remainder of the semester to ensure that the space remains vacant. This requires the signing of an additional agreement. If the student buys out a space for Fall Semester and space demand is high for Spring Semester, Residence Life and Housing may assign a student to that space for either or both of those terms. This option is not available when housing demand is high. If a student "buys out" a space in a room, the extra furniture will not be removed.

College-Initiated Room Change or Cancellation

The College reserves the right to change or cancel a student's room assignment without prior notification under the following circumstances. Unless a request for release is approved, the student remains bound to the License.

- The student is dismissed for academic reasons.
- The student fails to pay College bills by the established deadlines.
- The student is not properly registered at the end of the course add period for the semester or session in which they have applied for housing. In this case, the student may reapply for housing if they subsequently re-enroll for classes, but housing will not be guaranteed.
- The student fails to move in and/or occupy the assigned residence hall space by the start of classes. Residence Life and Housing may reassign them to another space or place the student on the waitlist.
- The student fails to comply with any provision, policy, rule or regulation.
- The student is assigned to an ADA room and does not have a documented ADA need; the Student may be reassigned to accommodate one who does.
- The student behavior in a section of a residence hall is judged to be disruptive to the community; all or some students may be relocated to restore order.

Vacating at the End of the Term, Academic Year, Release Date, or College Termination

Students are required to vacate, return all keys to a Residence Life and Housing in-hall staff member, remove all personal belongings from residence hall space and complete move-out obligations (see below) within 24 hours of completing their last final examination or by the scheduled closing time, whichever comes first. Graduating seniors and those involved in Commencement may remain in the residence halls until the time designated by Residence Life and Housing. When the College terminates the license, students must remove all personal belongings from the residence hall space and return all keys by the designated time.

Students who have been released from their License during the academic year must vacate their residence hall room or townhouse within 48 hours of the approved date of release. The meal plan will cease on the day the student vacates their assignment, unless they notify the [ID and Meal Plan Office](#) of their desire for it not to be canceled. When a student is granted a release, any room charges paid in excess will be credited to the Student's account. Prorated amounts are credited by week, not by day. The effective release date is the date when all of the

following move-out obligations have been met:

- Personal belongings have been removed.,
- Keys have been returned to a RLH staff member.
- The on-campus assignment has been inspected by a RLH staff member.
- The resident officially checks out of the room/suite/townhouse.

NOTE: The College does not accept responsibility for items left in the on-campus space after the departure deadline. The room is expected to be clean and in a similar physical condition upon departure as it was for arrival. Removal of abandoned student property, excessive cleaning needs, and/or damage to College property will result in charges being placed on the student's account

Safety and Security

Security is the responsibility of all students, and students are personally responsible for abiding by the security policies pertaining to residence halls. Actions that compromise the security of residence or living areas will subject the individuals responsible to disciplinary action and related fees. The College will enter resident spaces as needed to ensure the safety and security of the individual space or the building.

We expect that all members of the residence hall community—residents, staff and visitors—act in a manner that demonstrates respect and consideration for those around them, including respect and consideration for the health and safety of all community members. All residential students are prohibited from creating a health or safety hazard within residence halls and dining centers and the College may request or require a resident to leave the residence hall if their continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by the College as it relates to public health crises, including COVID-19. Adherence to health and safety requirements applies to all residents, staff and visitors and extends to all aspects of residential life, including bedrooms, bathrooms, community kitchens, lounges, computer rooms, courtyards and other common spaces.

Dining Services License:

Dining Policies

Students living in all residence halls, except for The Village, are required to maintain a resident dining plan for the duration of the academic year, as defined by the License. Students with dining plans agree to these terms of the Dining Services License.

First-year students

Are required to purchase a [required residential meal plan](#) for two years (four consecutive semesters, fall and spring, if admitted in the fall; or three semesters if admitted in the spring).

Transfer students

Are required to purchase a [required residential meal plan](#) (two consecutive semesters, fall and spring, if admitted in the fall; or one semester if admitted in the spring).

Exemptions

Students desiring an exemption from the meal plan requirement for any documented accommodation, must submit a [Request for Meal Plan Exemption form](#) with required documentation to the Registered Dietician by the end of the housing application deadline for consideration and are not guaranteed.

It is important to recognize that student scholarships, grants, and/or and financial aid may be impacted significantly if exempted from a meal plan, even if permission is received from Dining Services. Students and their families are strongly encouraged to consult with the [Office of Financial Aid](#) prior to submitting any exemption request.

Dining Policies and Requirements

All students living on campus (except in The Village) are required to have a residential meal plan.

- First Year and Transfer students will be assigned the [default meal plan option](#) as defined each year.
- Students who wish to modify their meal plan selection, must complete the [Meal Plan Change](#) form by the last day to drop a class as defined in the [College Calendar](#).
- Once a meal plan is selected, it will be the student's default plan for subsequent semesters unless a new change form is submitted.
 - If a change request is submitted for a meal plan that has Laker Dining Dollars (LDD) associated with it and the consumption of LDD exceeds the expected balance, an adjustment may be made for the amount overused.
- Meal plans are not transferable by New York State Tax Law and are to be used solely by the student to whom the ID/Meal Card is issued.
- Students are required to maintain their ID/Meal Card in working order.
 - Replacement IDs are available following the [posted schedule](#).
- Students must present their physical Meal Card ID or their [electronic ID](#) for entry each and every time.
- Meal Plan Pricing for each academic year is approved by the Auxiliary Services Board of Directors and is subject to annual approval by the SUNY Board of Trustees, traditionally in May or June. Once approved, pricing will be posted on the [SUNY Oswego Meal Plan Pricing Website](#).
- Students must abide by all College policies as defined in the [Student Handbook](#) which contains the [Student Code of Conduct](#), the [Village Resident Handbook](#), the [Resident Student Handbook](#), and the [Oswego Forward](#) website while in the dining centers.

Unused Meals and Dining Dollars

- Laker Dining Dollars, whether included as part of the meal plan or purchased as additional funds, roll over from summer to fall and fall to spring semester, provided a Spring Semester Meal Plan is purchased. They do not carry over from one academic year to the next and expire on the day that Commencement is held at the end of the Spring Semester.
- Meal plans and Laker Dining Dollars are non-refundable per New York State Tax Law if not used by that date.

Students Residing in The Village

Students living in the Village are not required to buy a meal plan but have an option to purchase any of the residential meal plans or block plans.

Change of Residence

Students who move from a residence hall to The Village are eligible to change their meal plan up to one week after relocation. Change requests must be made in person at the ID and Meal Plan Office, located in 503 Culkin Hall.

Eligibility

A reduction of graded course credit hours does not release the student from the License. See [Eligibility](#) requirements for additional information.

Dining Accommodations

We recognize that some students may require accommodations based on personal circumstances. Students are encouraged to submit accommodations requests in a timely manner. While the College will attempt to review all such requests in a timely manner, students should submit a *Request for Medical Dining Accommodation* for review at least 60 business days prior to the start of the semester. For more information about the dining accommodation process or to learn about other accommodations students can visit the SUNY Oswego [Accessibility Resources webpage](#).

Billing Procedures

Students are billed the rate for their selected meal plan, or if no meal plan selected, the default option, on the first day of classes. A student who changes their meal plan after the first day of classes at a different rate or options will have prorated adjustments applied to their account. Prorated amounts are calculated by week of occupancy/vacancy, not by day.

License Request for Release from Dining License Only

A student may request a release from just the dining license for documented reasons. A request for release from just the Dining Meal License does not release the student from the Housing License. All requests for release from the Dining License must be submitted via the [Meal Plan Exemption form](#) with documented proof of the circumstances related to the release request. If these circumstances change after the Student is released from the License, the release will become invalid and the Student will again be obligated to the terms of the Dining License. Students may not request release from the License based on disciplinary action.

- If the request for release is approved 30 days prior to the first check-in date for the fall semester, the student will be liable for one week of dining charges and no additional dining charges.
- If the request for release is approved after the start of the academic year, the student will be liable for associated dining charges prorated by-week based on the [effective date of approved release](#) plus one week.

Requests for release will be acted upon by Dining Services in consultation with appropriate offices and necessary verification of information provided. Decisions are made solely on the basis of the documentation submitted to Dining Services and whether the justification for release meets acceptable circumstances.

Other Releases

Students generally will not be released from their license unless they can set forth one of the circumstances described above. Approval of releases is within the sole discretion of Dining Services. If approved for release, the student will be liable for associated dining charges prorated by-week based on the [effective date of approved release](#) plus one week.

Appeals

If a request for release is denied, the student may submit a written appeal to the Executive Director of Auxiliary Services. The appeal and all supporting documentation must be submitted by email to Auxiliary Services within five business days of the date of the original decision. A student whose request for release is denied is responsible for the cost of the applicable dining charge through the remainder of the academic year even if they choose to not use their meal plan.

Binding License

This license is binding for the full academic year unless otherwise indicated. In order to live in College housing, each student must accept the terms of the *Housing and Dining License*. Such acceptance can be declared electronically at myhousing.oswego.edu. All regulations and provisions herein shall remain in effect unless changed or modified by official written notice from the Assistant Vice President for Residence Life and Housing or their designee, the Chief Administrative Officer, and/or the Board of Trustees.

I do hereby acknowledge that I have read and understand the foregoing articles. I agree to take residence in residence halls for the 2022-2023 academic year and to abide by all terms, conditions, regulations and procedures stated in or referred to in the *Housing and Dining License*.